

IDHS 008 Amendment To the Iowa Plan for Behavioral Health Contract

This 8th Amendment to Contract Number MED 09-020 is effective as of January 1, 2010 between the Department of Human Services, the Iowa Department of Public Health, and Magellan Behavioral Care of Iowa, Inc. (Contractor).

In order to comply with a directive from the Centers for Medicare and Medicaid Services requiring that the Iowa Department of Human Services remove from the Contract the obligation that the Contractor pay mental health inpatient services for persons in Mental Health Institutions (MHI) between age 21 and under the age of 65 and additionally to correct the age limits for payment in an MHI, and to clarify that payment for court ordered evaluation may be made to an MHI, the parties to the Contract hereby modify the Contract as follows:

Section 1: Amendment to the RFP MED 09-010 incorporated into the Contract by reference as part of the scope of services. The following Sections replace in whole the RFP Sections of the same label:

Section 4A.4.5 Court Court-Ordered Mental Health Services

The Contractor is responsible for the provision of all covered and required mental health services ordered for Enrollees through a court action which fall within the Contractor's Utilization Management Guidelines and are to be provided by a provider which is part of the Contractor's provider network. Special requirements apply when those services are ordered for Enrollees between age 21 and under the age of 65 at a state mental health institute (see Section 4A.4.).

The Contractor shall implement policies to assure reimbursement of up to five days, regardless of whether the Contractor's Utilization Management Guidelines are met, when an Iowa Plan Enrollee is court-ordered for an inpatient mental health evaluation which is in the Contractor's provider network and has appropriately credentialed staff available to conduct the evaluation.

If the Enrollee's clinical condition falls within the Contractor's Utilization Management Guidelines for inpatient evaluation or treatment, inpatient services shall be authorized as long as Guidelines are met.

The Contractor may establish policies to limit reimbursement to no more than one evaluation per inpatient episode. The Contractor has the right to establish policies which require providers of court-ordered mental health services to provide notification and documentation of court-ordered treatment.

4A.4.6 Services at a State Mental Institute

State mental health institutes shall be part of the Contractor's provider network.

For Enrollees under the age of 21 and age 65 and older the Contractor shall authorize all inpatient treatment at the state mental health institute which falls within the Contractor's Utilization Management Guidelines.

The Contractor also shall implement policies to assure reimbursement of up to five days, regardless of whether the Contractors' Utilization Management Guidelines are met, when an Iowa Plan Enrollee under the age of 21 or age 65 and older is court-ordered for inpatient mental health evaluation at a state mental health institute. If an Enrollee's clinical condition falls within the Contractor's Utilization Management Guidelines for inpatient care, inpatient services shall be authorized as long as Guidelines are met. The Contractor may establish policies to limit reimbursement to no more than one evaluation per inpatient episode.

For Enrollees between age 21 and under the age of 65, the Contractor may authorize and pay for substitute services for inpatient care at state mental health institutes for persons who are admitted on a voluntary basis and meet the Contractor's Utilization Management Guidelines for inpatient services. The Contractor may pay for up to five days, regardless of whether the Contractor's Utilization Management Guidelines are met, when an Iowa Plan Enrollee is court-ordered for an inpatient mental health evaluation. The Contractor may establish policies to limit reimbursement to no more than one evaluation per inpatient episode.

If the Contractor chooses, such substitute inpatient mental health services, the services may be reimbursed. The Contractor shall elect in writing whether or not to pay such substitute services to the MHI. Such election shall be in writing whether or not to pay such substitute services to the MHI. Such election shall be made no later than 10 days following the execution of this Amendment, and the Contractor shall provide no less than 30-days notice before changes to this election are effective. These are considered covered services under the Iowa Plan.

Services to Enrollees who are involuntarily admitted for treatment at a state mental health institute are not reimbursed by Medicaid, and are not the responsibility of the Iowa Plan Contractor except as covered by Section 4A.4.5.

At the request of an Enrollee, the state mental health institute and/or representative of the Enrollee's county of legal settlement (and with appropriate releases), the Contractor is responsible for providing appropriate mental health services to support an Enrollee upon the Enrollee's discharge from the state mental health institute.


On page 13 of the RFP, the chart is revised for mental health services – DHS to read:

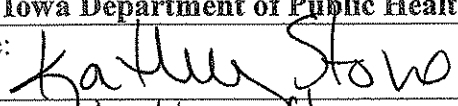
Program Feature	Mental Health Services DHS
Coverage of Services in a Mental Health institute (MHI) (details at 4A.3.6)	Services to persons under age 21 and 65 and older based on application of UM Guidelines; Services to voluntary admissions age 21 and under 65 based on application of UM Guidelines; Services to

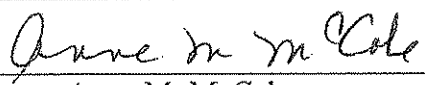
	involuntary treatment admissions over age 21 and under 65 not covered; additional requirement in Section 4A
Coverage of Court-Ordered Evaluations (details at 4A.3.5 and 4A.3.6)	Court-ordered evaluations covered for up to five days; The Contractor may limit reimbursement to no more than one evaluation per inpatient episode.

Section 2: Ratification & Authorization Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power and authority to enter into and performs its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

Section 3: Execution. *IN WITNESS WHEREOF*, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representative to execute this Amendment.

Agency, Iowa Department of Human Services	
Signature: 	
Printed Name: Charles J. Krogmeier	
Title: Director	Date: 9/1/10

Agency, Iowa Department of Public Health	
Signature: 	
Printed Name: Kathryn Stow	
Title: Division Director	Date: 9/15/10

Agency, Magellan Behavioral Care of Iowa, Inc.	
Signature: 	
Printed Name: Anne M. McCabe	
Title: President	Date: 8/25/10